



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

July 08, 2014

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D July 8, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE CONSTRUCTION CONTRACT FOR EAST RANCHO DOMINGUEZ SENIOR CENTER
PROJECT
(DISTRICT 2) (3 VOTE)**

SUBJECT

This letter recommends actions to award a Construction Contract with Cal-City Construction, Inc., the lowest responsive, responsible bidder, for the construction of the East Rancho Dominguez Senior Center located at 15116 S. Atlantic Avenue in unincorporated East Rancho Dominguez.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed East Rancho Dominguez Senior Center Project (Project) is exempt from provisions of the California Environmental Quality Act (CEQA), for the reasons stated in this letter and in the record of the Project.
2. Approve the Project and adopt the plans and specifications that are on file with the Commission's Construction Management Unit of the Community Development Commission for construction of the Project.
3. Award and authorize the Executive Director, or his designee, to execute, amend and, if necessary, terminate a Construction Contract and all related documents with Cal-City Construction, Inc., for the Project, using up to \$2,923,600 in L.A. Regional Park and Open Space District "Prop A" funds allocated to the Second District and incorporated into the Commission's approved Fiscal Year 2014-2015 budget for this purpose, following receipt of the approved Faithful Performance and Labor and Material Bonds and insurance filed by the Contractor.

4. Authorize the Executive Director, or his designee, to approve Contract change orders not to exceed \$292,360 for unforeseen costs, using the same source of funds.

5. Authorize the Executive Director, or his designee, to approve and accept the Project at completion on behalf of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The award of the Contract will allow for the addition of approximately 4,200 square feet to the existing 17,000 square foot recreational center. The Project also includes remodeling some of the existing building, addition of a courtyard, and enlargement of the parking lot. Upon completion, the Project will provide much needed services to the local community including a senior's activity room, kitchen, pantry, computer room, game room, offices, courtyard with exercise equipment and additional parking for nine vehicles.

FISCAL IMPACT/FINANCING

On October 30, 2012, your Board authorized the Chief Executive Officer to execute a funding agreement with the Commission in the amount of \$400,000 from Second District Capital Improvement Funds for the partial funding of predevelopment and construction activities associated with this Project. In the same action, your Board authorized the Director of the Department of Parks and Recreation to execute a funding agreement with the Commission in the amount of \$430,000 from Park In-Lieu Fees Accumulated Capital Outlay Fund for the partial funding of predevelopment and construction activities associated with this Project.

On that same day, your Board authorized \$3,270,000 in County Excess Funds to be used for construction and an additional \$300,000 residual Per Parcel Discretionary funds available in the Second District 1992 & 1996 Proposition Placeholder Grant which will be used for other development activities. On March 4, 2014, your Board authorized an additional transfer of \$300,000 in Capital Improvement funds to be used for this project which brings the total funding for this project to \$4,700,000.

The proposed Contract will be funded with up to \$2,923,600 of these funds. A 10% contingency, in the amount of \$292,360, is requested for any unforeseen services associated with the Contract, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 5, 2013, your Board approved a contract with Martinez Architects for \$444,000 to design the remodel and addition to the East Rancho Dominguez Recreation Center.

The current East Rancho Dominguez Senior Center is located at 4513 E. Compton Boulevard. The building requires extensive renovation and has no room to expand. The East Rancho Dominguez Recreational Center, located at 15116 S. Atlantic Avenue, will be enlarged to include space for a senior center. The Project will add approximately 4,200 square feet to the existing 17,000 square foot recreational center. The Project also includes remodeling some of the existing building, addition of a courtyard, and enlargement of the parking lot.

The recommended Contract award to Cal-City Construction, Inc., the lowest responsive, responsible bidder, is in accordance with the Public Contracting Code.

Should the Contractor require additional or replacement personnel during the term of the Contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

It is anticipated that construction will be completed in 360 days following the required commencement date identified in the Notice to Proceed. The Commission will act on behalf of the County of Los Angeles, the owner of the Project, to approve and accept the Project from Cal-City Construction, Inc., upon completion.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The Project, remodel and expansion of a recreational center, will add approximately 4,200 square feet to the existing 17,000 square foot recreational center. The Project also includes remodeling 3,555 square feet of the existing building, addition of a courtyard, and enlargement of the parking lot. This is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, 15303, 15311 of the CEQA Guidelines and Class 1, 3 and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the Project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the Project records.

CONTRACTING PROCESS

On March 27, 2014, the Commission initiated an outreach to identify a contractor to complete the work. The Notice to Bidders was electronically mailed to 490 contractors identified from the Commission's contractor list. Advertisements also appeared in Dodge Construction News/Green Sheet and on the Commission and County websites. The solicitation package was downloaded 57 times.

On April 21, 2014, seven bids were received and formally opened. The lowest bidder, Cal-City Construction, Inc., was determined to be the lowest responsive and responsible bidder and is being recommended for the award of the Contract.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Contract will allow for the construction of the East Rancho Dominguez Senior Center Project, which will provide space for a new senior center for the residents of unincorporated East Rancho Dominguez and neighboring communities.

The Honorable Board of Supervisors

7/8/2014

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:SS:so

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Construction Contract to complete the remodel and addition to the East Rancho Dominguez Recreation & Senior Center located at 15116 S. Atlantic Avenue, East Rancho Dominguez, CA 90221.

On March 27, 2014, the following outreach was initiated to identify a contractor to complete the remodel of the existing 17,000 square foot center and 4200 square foot addition.

A. Advertising

Announcements appeared in the Dodge Construction News/Green Sheet.

An announcement also was posted on the Commission and County websites.

B. Distribution of Bid Packages

The Commission's vendor list was used to mail electronically a Notice to Bidders to 490 vendors. The solicitation package was downloaded 57 times.

C. Pre-Bid Conference and Site Walk

On March 31, 2014, a mandatory pre-bid conference and site walk was conducted. 19 firms were in attendance.

D. Bid Results

On April 21, 2014, a total of 7 bids were received and publically opened. The bid result was as follows:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Base Bid with Two Add Alternates</u>
Cal-City Construction, Inc.	\$2,915,800.00	\$2,923,600.00
Royal Construction, Inc.	\$2,968,000.00	\$2,970,500.00 *
Morillo Construction, Inc.	\$3,094,800.00	\$3,106,800.00
G2K Construction, Inc.	\$3,242,000.00	\$3,247,000.00 *
Ian Thomas Group	\$3,811,000.00	\$3,884,415.00
NSA Construction Group	\$3,826,415.00	\$4,088,015.00
Novus Construction	\$3,834,576.00	\$3,845,206.00

* Did not include add alternate #2.

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employee</u>
Cal City Construction, Inc.	Minority	Total: 44 43 minorities 4 women 98% minority 9% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

Contract Summary

Project Name: East Rancho Dominguez Recreation & Senior Center
Location: 15116 S. Atlantic Avenue, East Rancho Dominguez, CA 90221
Bid Number: CDC14-019
Bid Date: April 21, 2014
Contractor: Cal-City Construction, Inc.
Services: Construction of a Senior Center (remodel and addition project)
Contract Documents: Part A – Instructions to Bidders, General Conditions and Sample Construction Contract; Part B – Plans and Specifications; Part C – Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; all addenda to the Contract Documents.

Notice to Proceed and Completion: The work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within three hundred sixty (360) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of **Seven Hundred Dollars and Fifty Dollars and Zero Cents (\$750.00)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Two Million, Nine Hundred Twenty Three Thousand, Six Hundred Dollars and No Cents (\$2,923,600.00)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: \$292,360.00

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

**EAST RANCHO DOMINGUEZ RECREATION & SENIOR
CENTER**

**15116 S. Atlantic Avenue, East Rancho Dominguez,
CA 90221**

BID NUMBER CDC14-019

**COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ____ day of July, 2014 by and between the **Community Development Commission** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Commission**", and Cal-City Construction, Inc., hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Commission and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The County of Los Angeles is the Owner of that certain real property, commonly known as the East Rancho Dominguez Park & Recreation Center, located at 15116 S. Atlantic Avenue, East Rancho Dominguez, California 90221, hereinafter referred to as the "Property".
- B. Community Development Commission of The County of Los Angeles is administering construction of the Project as agent of the owner and hereinafter referred to as "Commission".
- C. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- D. Commission desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

PART A Instructions to Bidders, General Conditions of the Contract, Attachments A-D and General Conditions Section 00700
PART B General Requirements and Technical Specifications
PART C Bidder's Documents, Representations, Certifications, Bid and Other Statements of Bidder
DRAWINGS
ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CDC14-019 for the Commission. All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by Martinez Architects, Inc.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Commission does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within three-hundred (360) calendar days following the required commencement date.
- 3.2 The Contractor and the Commission agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of One Thousand Dollars (\$750.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Commission. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Commission may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4 CONTRACT SUM

- 4.1 The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of TWO MILLION, NINE HUNDRED AND TWENTY THREE THOUSAND, SIX HUNDRED DOLLARS AND ZERO CENTS (\$2,923,600). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current Prevailing Wage Determination published by the Department of Industrial Relations.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.

- 4.4 The Commission's obligation is payable only and solely from funds appropriated from the Second Supervisorial District Capital Project funds, L.A. Regional Park and Open Space District "Proposition A" funds for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5 PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Commission, and after approval by the Construction Management Division, the Commission shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Commission on or before the first working day of the month. Payment shall be subject to all provisions of General Conditions Section #66 of the Instructions to Bidders incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Commission before the start of construction. The Contractor shall submit to the Commission all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating the Contract for default.

ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Commission shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Commission shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Commission pursuant to the General Conditions, Section #69 of the Instruction to Bidders, less any amounts which Commission is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged

labor underpayments, and less the ten percent (10%) retention withheld, pursuant to the General Conditions, Section #66 of the Instruction to Bidders.

- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Commission has received the following:
- A. A Certificate of Completion, executed by Commission.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Commission may remove such items, and the Contractor shall pay the Commission for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Commission shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Commission is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the Commission of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the Commission by Section 57 of the General Conditions of the Instruction to Bidders, the Commission may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Commission shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 57 of the General Conditions of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Commission may take possession of the project and all materials, equipment, tools, and

construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.

- 7.4 The Commission shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the Commission upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:
- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
 - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.
 - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
 - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
 - E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.
- 7.6 Termination for Improper Consideration: The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the

Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The Report shall be made to the Commission's Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.
- 7.8 The Commission's Quality Assurance Plan: The Commission or its agent will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate this Contract or pursue other penalties as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order; he/she shall promptly give notice in writing to the Commission of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or

mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9 CONTRACTOR APPROVAL

9.1 Contractor's Adherence to the Child Support Compliance Program

Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.

9.2 Contractor's Warranty of Adherence to Commission's Child Support Compliance Program

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.3 Termination For Breach of Warranty to Comply with Commission's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Commission Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to encourage the Commission contractors to voluntarily post the Commission's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Commission:

GENERAL INSURANCE REQUIREMENTS:

- A. Without limiting Contractor's indemnifications of the Commission provided herein, Contractor and/or the entities with which Contractor contracts, shall procure and maintain at their own expense the insurance described in this section for the duration of this Contract, unless otherwise set forth herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the general liability and automobile insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than 40 days following execution of this Contract. Contractor shall deliver satisfactory evidence of issuance of property insurance and worker's compensation insurance described below at such time that such exposures are at risk. Contractor shall deliver satisfactory evidence of issuance of Professional Liability Coverage once the professionals are hired for the Project or Contractor begins to provide professional services, whichever comes first. The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it and/or the entities with which it contracts, will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives,

employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission is to be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by Contractor's subcontractors, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: East Rancho Dominguez Recreation & Senior Center, 15116 S. Atlantic Avenue, East Rancho Dominguez, CA, California 90221.

- B. The insurance policies shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor and/or any entities with which Contractor contracts, including, but not limited to any design professionals and subcontractors, to procure or maintain the insurance coverage required herein shall constitute a material breach of this Contract pursuant to which the Commission may, at its sole discretion immediately terminate this Contract and exercise all other rights and remedies set forth herein, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.
- C. When Contractor, or any entity with which Contractor contracts, is naming Commission, the Housing Authority for the County of Los Angeles, or the County of Los Angeles (hereinafter collectively referred to as "Public Agencies") as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in PCS's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.
- D. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:
 - a. Commercial General Liability: Commercial General Liability insurance (written on ISO policy form CG 00 01), including coverage for personal injury, death, property damage and contractual liability, with limits of not less than the following:

General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,500,000
Each Occurrence	\$2,500,000

This policy shall also include coverage for explosion, collapse, and underground ("XCU") property damage liability. The Public Agencies and each of their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds for contractor's work on such policy. Contractor shall also require that all tiers of its subcontractors provide Commercial General Liability insurance of not less than One Million Dollars (\$1,000,000) for each occurrence Two Million Dollars (\$2,000,000) General Aggregate). Contractor shall further require all tiers of its subcontractors to provide additional insured status in favor of the Contractor and Public Agencies and each of their elected and appointed officers, officials, representatives, employees and agents, on such policy.

b. Professional Liability:

Contractor shall require that the following professional liability insurance coverage language be incorporated in its contract with any design professional with which it contracts for professional services: Design professional shall maintain professional liability insurance, including, but not limited to, coverage for personal injury, property damage and contractual liability, with a combined single limit not less than Two Million Dollars (\$2,000,000) for each occurrence Four Million Dollars (\$4,000,000) General Aggregate). Said insurance shall be maintained by Design Professional for a period of not less than four (4) years after a certificate of occupancy ("COO") has been obtained by Contractor with respect to the Property and Contractor has provided Commission with evidence of such. In the event that Contractor provides any professional services, Contractor shall be required to maintain the professional liability insurance set forth above.

c. Property Insurance: Based upon the specifics of the Project, the Commission has the right to require Contractor to obtain either "Basic Form" or "Special Form" property insurance as follows:

- i. "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage, collapse, earth movement (excluding earthquake), flood (if the property is located in a Special Flood Hazard Area). The amount of the property coverage shall at all times exceed the actual cash value (ACV) of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.
- ii. "Special Form" property insurance coverage shall include, without limitation, builders risk insurance and insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The amount of the property coverage shall at all times exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Property. There shall not be a "co-insurance" clause. If a coinsurance waiver is not commercially available at reasonable rates, the Commission may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.

d. Worker's Compensation: Contractor's employees, if any, shall be covered by Workers' Compensation insurance in an amount and in such form as to meet all applicable requirements of the Labor Code of the State of California and Employers Liability limits up to One Million Dollars (\$1,000,000) per accident. Contractor shall require that the identical worker's compensation insurance requirements be incorporated into Contractor's contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Contract or the duration of the construction that is the subject of their contracts with Contractor, whichever is greater.

- e. Automobile Liability: Combined single limit automobile liability insurance (written on ISO form CA 00 01) up to One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or alternatively coverage for "any auto". Contractor shall require that the identical automobile liability insurance requirements be incorporated into Contractor's contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Contract or the duration of the construction that is the subject of their contracts with Contractor, whichever is greater. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policies.
- f. Performance Security Requirements: Prior to execution of the Contract, the Contractor shall file surety bonds with the Commission in the amounts and for the purposes noted below, and on bond forms provided by the Commission. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the Commission, and it shall pay all premiums and costs thereof and incidental thereto (see <http://www.fms.treas.gov/c570/>).
- i. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the Commission, and until all claims for materials, labor, and subcontracts are paid.
- ii. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Commission, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one (1) year from the date of acceptance of the Work by the Commission, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Commission to do so, and to the approval of the Commission. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one (1) year after acceptance of the Work by the Commission.
- iii. Each bond shall be signed by both the Contractor (as Principal) and the surety. Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the Commission, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten (10) days after receiving notice from the Commission that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or

unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Commission.

- g. POLLUTION LIABILITY INSURANCE including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$500,000
Completed Operations	\$500,000
Each Occurrence	\$250,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials. The Public Agencies and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the Work;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the Work, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the contractor must purchase an extended period coverage for a minimum of five (5) years after completion of Work;

(iv) A copy of the claims reporting requirements must be submitted to the Commission for review; and

(v) If the Work involves lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

Contractor agrees that it will require that all of the above mentioned insurance requirements in this section 10.4 be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the Work, Project, or property that is the subject of this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

State Prevailing Wage Requirements

This construction project is funded in whole with State funds. The Contractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics. These rates can be obtained on the website at www.dir.ca.gov, or by contacting the Community Development Commission, Construction Management Division, Labor Compliance Unit for prevailing wage rates on file. See Section 31A through 37 in Part A, "Instructions to Bidders and General Conditions for Construction Contract," of this Contract.

Consideration of GAIN/GROW Participants for Employment

Should the Contractor require additional or replacement personnel after the effective date of this Agreement,, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

10.6 Access and Retention of Records

The Contractor shall provide access to the Commission, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Commission, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

10.8 Indemnification

- A. In the event that Contractor is not providing professional services, Contractor agrees to indemnify, defend and hold harmless the Commission, and their elected and appointed officials, officers, representatives, employees, and agents (hereinafter collectively referred to as “Agents”), from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney’s fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities”), that arise out of, pertain to, or relate to this Agreement, the services, work, and/or materials provided pursuant to this Agreement, the Property, or Project. Contractor shall not be required to indemnify, defend, and hold harmless the Commission and its Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Commission, Commission’s agents, servants, or independent contractors who are directly responsible to the Commission. Such indemnification language shall also be incorporated in Contractor’s contracts with any subcontractors in favor of the Commission.
- B. In the event that Contractor is providing professional services, Contractor agrees to indemnify, defend and hold harmless the Commission and their Agents from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor. Such indemnification language, in favor of the Commission, shall also be incorporated in Contractor’s contracts with any design professionals in favor of the Commission.
- C. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Agreement. Contractor agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, as applicable to each of them.
- D. The Commission reserves the right, at its sole and absolute discretion, to amend at any time the insurance and indemnity provisions contained herein.
- E. Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

10.10 Assignment By Contractor

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission, or under Commission supervision or control. This Contract is by and between the Contractor and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Commission has actual knowledge of such injury or damage. The Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Commission:

Community Development Commission
Terry Gonzalez, Contracting Officer
Attn: Bill Yee, Manager
700 W. Main Street
Alhambra, CA 91801

Contractor:

Cal-City Construction, Inc.
Woo S. Lim, President
16605 Norwalk Blvd.
Cerritos, CA 90703

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Commission and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal

income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

10.23 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.24 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

10.25 Compliance With Jury Service Program

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be

inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.27 Contractor's Acknowledgment of Commission's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission contractors to voluntarily post the “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Contractor’s Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C of the Contract Documents, the Commission/Authority seeks to ensure that all Commission/Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Commission/Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10.29 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County of Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless

the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

10.30 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.

10.35 Local Small Business Enterprise Preference Program

This contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

10.36 Local & Disadvantaged Worker Participation Program

This contract is subject to the provisions of the Local & Disadvantaged Worker Participation Program.

Contractor shall use staff experienced with Local Hire to fulfill this requirement or pay the cost to employ a Consultant who specializes in this work to administer the Program.

The funding source for this project requires a good faith effort to employ at-risk youth from the community. This project has a goal of \$357,000 for employing at-risk youth.

- A list of tasks that may be performed by at-risk youth
- An estimate of the amount of funds to be spent on youth employment (up to \$357,000)
- The method by which youth will be recruited and employed
- A discussion of how the plan relates to the Youth Employment Goal

[illegible]

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY
CORPORATE AND POLITIC

CONTRACTOR

License Number: 539265

By: _____

SEAN ROGAN

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

By: _____

WOO S. LIM

Title: PRESIDENT

Date: _____

TERRY GONZALEZ

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
Office of County Counsel,
JOHN KRATTLI,
County Counsel

BUSINESS ADDRESS

Cal-City Construction, Inc.

16605 Norwalk Boulevard

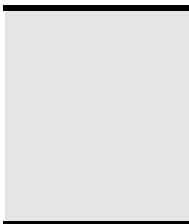
Cerritos, CA 90703

By: _____

Deputy

CORPORATE SEAL

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT C

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT C



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

YES

NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

Request for taxpayer identification and certification

ATTACHMENT D

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

ATTACHMENT D

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

ATTACHMENT D

- 9. A futures commission merchant registered with the
Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year
under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under
section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a
nominee or custodian; or
- 15. A trust exempt from tax under section 664 or
described in section 4947.

The chart below shows types of payments that may be
exempt from backup withholding. The chart applies to the
exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross
proceeds paid to an attorney under section 6045(f), even if the attorney is a
corporation) and reportable on Form 1099-MISC are not exempt from backup
withholding: medical and health care payments, attorneys' fees; and payments
for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident
alien and you do not have and are not eligible to get an
SSN, your TIN is your IRS individual taxpayer identification
number (ITIN). Enter it in the social security number box. If
you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may
enter either your SSN or EIN. However, the IRS prefers that
you use your SSN.

If you are a single-owner LLC that is disregarded as an
entity separate from its owner (see Limited liability
company (LLC) on page 2), enter your SSN (or EIN, if you
have one). If the LLC is a corporation, partnership, etc., enter
the entity's EIN.

Note: See the chart on page 4 for further clarification of
name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one
immediately. To apply for an SSN, get Form SS-5,
Application for a Social Security Card, from your local Social
Security Administration office or get this form on-line at
www.ssa.gov/online/ss5.html. You may also get this form
by calling 1-800-772-1213. Use Form W-7, Application for
IRS Individual Taxpayer Identification Number, to apply for an
ITIN, or Form SS-4, Application for Employer Identification
Number, to apply for an EIN. You can get Forms W-7 and
SS-4 from the IRS by calling 1-800-TAX-FORM
(1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a
TIN, write "Applied For" in the space for the TIN, sign and
date the form, and give it to the requester. For interest and
dividend payments, and certain payments made with respect
to readily tradable instruments, generally you will have 60
days to get a TIN and give it to the requester before you are
subject to backup withholding on payments. The 60-day rule
does not apply to other types of payments. You will be
subject to backup withholding on all such payments until you
provide your TIN to the requester.

Note: Writing "Applied For" means that you have already
applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign
owner must use the appropriate Form W-8.

ATTACHMENT D

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



ATTACHMENT E

LOCAL & DISADVANTAGED WORKER PARTICIPATION REQUIREMENT

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes:

1. Part 1 – General
 - 1.01 – Summary
 - 1.02 – Definitions
 - 1.03 – Local and Disadvantaged Local Worker Hiring Requirement
2. Part 2 - Products (Not Used)
3. Part 3 - Execution
 - 3.01 - Administration and Compliance
 - 3.02 - Community Service Provider Network
4. Part 4 - Forms
 - 4.01 – Form 01910-1: Craft Employee Request Form for East Rancho Dominguez Recreation & Senior Center
 - 4.02– Form 01910-2: Disadvantaged Local Worker Certification Form for East Rancho Dominguez Recreation & Senior Center
 - 4.03– Form 01910-3: Local Worker Status Report
 - 4.04– Appendix 01910-4: Map showing Zip Codes within 5 mile radius of East Rancho Dominguez Recreation & Senior Center

- B. In order to boost the local economy and enhance employment opportunities for local construction workers and disadvantaged local workers, the County of Los Angeles requires the Builder and its Subcontractors to employ qualified Local Workers to perform at least 30% of the total California craft worker hours and qualified Disadvantaged Local Workers to perform one third of the local hire requirement or at least 10% of the total California project craft worker hours. Local residency is defined by zip codes in two preference areas within the County of Los Angeles; the Primary Residency Preference Area within a five-mile radius of the project followed by a Secondary Residency Preference Area that includes zip codes having an unemployment rate in excess of 150% of the County average, as described below.

1.02 DEFINITIONS

Whenever the following terms appear in this Section, they will have the following meanings:

- A. **California Project Craft Worker Hours** - Includes all craft worker hours performed on project work by California residents.

ATTACHMENT E

B. Construction-Related Community-Based Service Organization - A non-profit organization that assists potential construction workers on public works projects or private development projects by providing access to training, support services, and job readiness skills.

C. Community Service Provider - Any public agency or non-profit organization that provides pre-apprenticeship construction training; referral of trained local construction workers to contractors; and/or comprehensive employment support services.

D. Craft Employee Request Form - The form used by contractors to request dispatch of craft workers (including apprentices and journeymen), who are Local Workers or Disadvantaged Local Workers, from a Community Service Provider or union hiring hall. The form is submitted by the contractor, completed and fulfilled by a Community Service Provider or union, and submitted to the Local Worker Coordinator as proof of compliance.

E. Disadvantaged Local Worker - An individual who resides in a zip code listed on Sections 1.03.8 or 1.03.C; and possesses one or more of the barriers to employment below. Certification may be obtained from a Community Service Provider, or additional organization(s) approved by the County of Los Angeles.

- No high school diploma or General Equivalency Degree (GED).
- History of incarceration.
- Unemployed for the preceding 90 days, or greater.
- Current recipient of public social service benefits provided by one or more programs, including CalWorks, GAIN, GROW, or EDD unemployment benefits.
- Custodial single parent.
- Homeless.
- Documented annual household income within the poverty guidelines established by the U.S. Department of Health and Human Services, or has a household income less than 50% of the area median income (AMI) of \$48,610.

Poverty Guidelines U.S. Department of Health and Human Services

Persons in Family	Poverty Guideline
1	\$10,830
2	\$14,570
3	\$18,310
4	\$22,050
5	\$25,790
6	\$29,530
7	\$33,270
8	\$37,010
For families with more than 8 persons, add \$3,740 for each additional person.	

F. Local Hire Participation Compliance Rectification Amount – The Local Hire Participation Compliance Rectification Amount represents the amount that the County will release in direct proportion to the actual local worker

ATTACHMENT E

participation levels achieved by the Builder, as documented in the Local Hire Status Report and as forecasted in the Manpower Utilization Plan. The Local Hire Participation Compliance Rectification Amount will be determined by multiplying "the Monthly Local Hire Participation Compliance Value of \$10,000 by the number of months expired since the Notice to Proceed multiplied by the fraction (percentage) generated from dividing the Cumulative Actual Local Hire Participation (numerator) by the Cumulative Forecast Local Hire Participation (denominator).

G. Local Hire Status Report – Submitted on the first and third Monday of each month to the Local Worker Coordinator, the Local Hire Status Report contains, at a minimum, the following information:

- Total number of all workers (apprentices and journeymen), hours worked and wages earned on the project
- Total number of Local Workers (apprentices and journeymen), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas)
- Total number of Disadvantaged Local Workers (apprentices and journeymen), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas)
- Total number of hours worked by Local Workers and Disadvantaged Local Workers by subcontractor
- Demographic profile of all worker categories (Local, Disadvantaged Local Worker, non-local), including race and gender.

H. Local Small Business Enterprise (Local SBE) – A small business certified by the County of Los Angeles Office of Small Business as having their principal office in the County for at least the most recent twelve months and possessing a Small Business Enterprise (SSE) certification from the State of California Department of General Services.

I. Local Worker – An individual who resides in the County of Los Angeles in a zip code within a five-mile radius of the project, or where the unemployment rate exceeds 150% of the Los Angeles County's average unemployment rate, as listed in Sections 1.03.B and 1.03.C.

J. Local Worker Coordinator – The individual assigned by the County of Los Angeles to monitor the Builder's compliance with the Local Worker and Disadvantaged Local Worker hiring requirement.

K. Manpower Utilization Plan – A plan that contains the manpower schedule for the hiring of Local Workers and Disadvantaged Local Workers, and the assignment and use of the subcontractors' workforce to meet the Local Worker hiring requirement.

L. Monthly Local Hire Participation Contract Compliance Value – The Monthly Local Hire Participation Compliance Value of \$10,000 is the monthly amount that may be withheld for non-compliance with the Manpower Utilization Plan and the local hire requirement. The Monthly Local Hire Participation Contract Compliance Value is the monetary factor used to calculate the liquidated damages that ultimately will be deducted from amounts otherwise payable to the Builder under contract.

ATTACHMENT E

M. Pre-apprenticeship Training Programs – Programs administered by a public agency or non-profit organization that provides pre-apprenticeship training using a government approved curriculum. Trainees in these programs are provided an introduction to various construction trades through hands-on construction and in-classroom training. Graduates of these programs are seeking a career in construction.

N. Primary Residency Preference Area – The area that includes those zip codes that are within a five-mile radius of the project within the County of Los Angeles (including incorporated cities and unincorporated communities) as listed in Section 1.03.B.

O. Secondary Residency Preference Area – Defined by zip codes within the County of Los Angeles (including incorporated cities and unincorporated communities) outside the Primary Residency Preference Area, where the unemployment rate exceeds 150% of the Los Angeles County's average unemployment rate as listed in Section 1.03.C.

P. WorkSource Centers – A network of public and private partners working together to support workers and businesses by serving their employment and training needs. Centers are funded by the Federal Workforce Investment Act (WIA) and most services are available at no cost.

1.03 LOCAL AND DISADVANTAGED LOCAL WORKER HIRING REQUIREMENT

A. The Builder and its Subcontractors shall at a minimum meet these local worker hiring requirements:

1. Local Workers shall perform at least 30% of the total California project craft worker hours.
2. Disadvantaged Local Workers shall perform at least 10% of total California project craft worker hours. These hours may be applied towards the 30% Local Worker requirement.

B. Primary Residency Preference Area – Contractors shall first attempt to meet the Local Worker participation requirement by employing qualified workers with residency in these zip codes. This area includes all zip codes within a five-mile radius of the project in the County of Los Angeles (including incorporated cities and unincorporated communities. See Appendix 01910-4).

90001	90002	90003	90011	90044	90047	90058	90059	90061	90201
90220	90221	90222	90241	90242	90247	90248	90249	90250	90255
90262	90270	90280	90303	90305	90504	90723	90746	90805	x

C. Secondary Residency Preference Area – Contractors shall employ qualified Local Workers from these County of Los Angeles zip codes after documented effort has been made to employ available qualified workers, including new apprentice hires, from the Primary Residency Preference Area. This area within the County of Los Angeles (including incorporated cities and unincorporated communities) includes zip codes Where the

ATTACHMENT E

unemployment rate exceeds: 150% of the Los Angeles County's average unemployment rate.

90004	90005	90006	90007	90008	90012	9003	90014	90015	90016
90017	90018	90019	90020	90021	90022	90023	90024	90025	90026
90027	90028	90029	90031	90032	90033	90037	90038	90040	90042
90043	90045	90049	90057	90062	90063	90065	90071	90073	90095
90230	90301	90302	90303	90304	90401	90404	90602	90605	90606
90638	90639	90640	90650	90670	90706	90710	90712	90731	90744
90745	90802	90804	90806	90810	90813	90814	90815	90840	91042
91103	91104	91204	91304	91306	91324	91325	911330	91331	91335
91342	91343	91351	91352	91401	91402	91405	91406	91601	91602
91605	91606	91702	91706	91711	91731	91732	91733	91744	91745
91746	91748	91754	91766	91767	91768	91770	91789	93534	93535
93536	93543	93550	93552	93591	X	X	X	X	X

D. All Local Workers reside within the areas defined by Section 1.03.B, and Section 1.03.C.

E. Work hours performed on project work by residents of California, excluding the hours performed by material fabricators, designers, project office staff, or vendors, shall be included in the calculation of total California project craft worker hours for the purposes of the percentage requirements set forth in Sections 1.03.A.1 and 1.03.A.2.

F. The Local and Disadvantaged Local Worker participation requirement will not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age, or disability.

G. The Builder will have Community Service Providers certify Disadvantaged Local Workers by using the East Rancho Dominguez Recreation & Senior Center Disadvantaged Local Worker Certification Form found at the end of this section. The Builder and its Subcontractors may submit Disadvantaged Local Workers, including their employees, for certification to these or other organizations approved by the County of Los Angeles.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 ADMINISTRATION & COMPLIANCE

- A. The Builder and its Subcontractors shall use the Craft Employee Request Form (Form 01910-1) found at the end of this section for all requests for dispatch of craft workers (including apprentices and journeymen), who are qualified Local Workers or qualified Disadvantaged Local Workers, from a Community Service Provider, union hiring hall, or other source.
- B. The Builder and its Subcontractors, prior to commencing work, shall submit a Manpower Utilization Plan to the Project Manager that contains the manpower plan and schedule for the hiring of qualified Local Workers and qualified Disadvantaged Local Workers, and the assignment and use of the subcontractors' workforce to meet the local worker hiring requirement. The Builder, thereafter, will submit updates to the Manpower Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.

ATTACHMENT E

- C. The Builder shall submit a Local Hire Status Report using LCP Tracker to the Local Worker Coordinator on the first and third Monday of each month that contains, at a minimum, the information below:
- Total number of all workers (apprentices, journeymen, foremen, and superintendents), hours worked, and wages earned on project.
 - Total number of Local Workers (apprentices, journeymen, foremen, and superintendents), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas).
 - Total number of Disadvantaged Local Workers (apprentices, journeymen, foremen, and superintendents), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas).
 - Total number of hours worked by Local Workers and Disadvantaged Local Workers by subcontractor.
 - Demographic profile of all worker categories (Local, Disadvantaged Local Worker, and Non-Local), including race and gender.
- D. The Builder and its subcontractors shall first meet the Local Worker participation requirement by employing qualified workers from the Primary Residency Preference Area. If the Builder is unable to meet their entire Local Worker need from this area, it must submit to the Local Worker Coordinator a statement on company letterhead certifying that it secured all available qualified local workers from this area during a 48-hour period before pursuing manpower from the Secondary Residency Preference Area.
- E. The Builder's compliance with the approved Manpower Utilization Plan will be evaluated monthly using the Local Hire Status Report, as described in Section 3.01.C. To this end, the County will release the Local Hire Participation Compliance Rectification Amount in direct proportion to the actual local hire participation levels achieved by the Design-Builder and as forecasted in the Manpower Utilization Plan. The Local Hire Participation Compliance Rectification Amount will be determined by multiplying the Monthly Local Hire Participation Contract Compliance Value of \$10,000 by the number of months expired since the Notice to Proceed multiplied by the fraction (percentage) generated from dividing the Cumulative Actual Local Hire Participation (numerator) by the Cumulative Forecast Local Hire Participation (denominator).

Monthly Local Hire Participation Contract Compliance Value	X	Number of Months Since Notice to Proceed (NTP)	X	$\frac{\text{Cumulative Actual Local Hire Participation}}{\text{Cumulative Forecast Local Hire Participation}}$	=	Local Hire Participation Compliance Rectification Amount
(\$10,000)	(Multiply)		(Multiply)	(Divide)	(Equals)	

ATTACHMENT E

- F. On a monthly basis, the County will release the Local Hire Participation Compliance Rectification Amount, minus the total value of previous releases, in direct proportion to the actual local hire participation levels achieved by the Builder consistent with the Manpower Utilization Plan. If the cumulative local hire participation exceeds the cumulative forecast local hire participation, the County will release the Local Hire Participation Compliance Rectification Amount based on a value not to exceed 100%.

$$\begin{array}{ccccc} \text{Local Hire} & & & & \\ \text{Participation} & & & & \\ \text{Compliance} & & & & \\ \text{Rectification} & \text{---} & \text{Cumulative Value} & = & \text{Current Month's Release} \\ \text{Amount} & & \text{of Previous} & & \\ & & \text{Monthly Releases} & & \\ & (\text{Minus}) & & (\text{Equals}) & \end{array}$$

- G. At the conclusion of the project, the County will conduct a final evaluation of the Builder's compliance with the Manpower Utilization Plan as described in Section 3.01.B and execute a final release of funds, if applicable, as described in Section 3.01.F. The Builder's failure to comply with the Manpower Utilization Plan or meet the Local Worker Hiring Requirement in Section 1.03.A by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Builder in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.
- H. The County and Builder specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Builder's inability to achieve Local Worker Hiring Requirement in Section 1.03.A.
- I. The Builder shall submit the Local Hire Status Report, as provided at the end of this section, with the monthly pay application and as required in Section 3.01.C, to demonstrate progress in meeting the Manpower Utilization Plan. Failure to submit the Local Hire Status Report shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Local Hire Participation Contract Compliance Value of \$10,000 for that month.
- J. The County of Los Angeles may issue a Local Small Business Enterprise (LSBE) contractor a waiver from the local hiring requirement if the total " number of workers used by the subcontractor is four (4) or less, the work performed requires a specialized certification or license, and the work will be performed in one day. The Builder will submit a waiver request to the Local Worker Coordinator for review and approval one month prior to the subcontractor commencing work.

3.02 COMMUNITY SERVICE PROVIDERS

The Builder and its Subcontractors shall use Community Service Providers that provide qualified pre-apprenticeship construction training, construction-related community based organizations, and WorkSource Centers to facilitate the recruitment and placement of Local and Disadvantaged Local Workers. With

ATTACHMENT E

County concurrence, additional local resources known to the Builder may be used.

A. PRE-APPRENTICESHIP TRAINING PROGRAMS

1. "WE BUILD" TRAINING PROGRAM

East Los Angeles Occupational Center 2100 Marengo Street Los Angeles, CA 90031 Phone: 323-223-1283	Maxine Waters Employment Preparation Center 10925 S. Central Avenue Los Angeles, CA 90059 323-564-1431
East Los Angeles Skills Center 3921 Selig Place Los Angeles, CA 90032 Phone: 323-224-5970	North Valley Occupational Center 11450 Sharp Avenue North Hills, CA 91345 818-365-9645
Los Angeles Technology Center 3721 W. Washington Boulevard Los Angeles, CA 90018 323-732-0153	West Valley Occupational Center 6200 Winnetka Avenue Woodland Hills, CA 91367 818-346-3540

2. YOUTH BUILD

LA CAUSA YouthBuild 5400 East Olympic Blvd, Suite 210 Los Angeles, CA 90022 Phone: 323-887-2500	CCEO Youthbuild 17216 S. Figueroa Street Gardena, CA 90248 Phone: 310-225-3060
Los Angeles Conservation Corps P.O. Box 15868 Los Angeles, CA 90015 Phone: 213-747-1872	AYE of Catholic Charities of Los Angeles 3250 Wilshire Blvd., Suite 1010 Los Angeles, CA 90010 Phone: 310-225-3060

3. FLINTRIDGE CENTER/PASADENA CITY COLLEGE

Flintridge Center
236 W. Mountain Street, Suite 106
Pasadena, CA 91103
Phone: 626-449-0839

B. WORKSOURCE CENTERS:

Los Angeles Urban League WorkSource Business & Career Center 12700 Avalon Boulevard Los Angeles, CA 90061 Tel. (323) 600-1106	UAW WorkSource Center 3965 S. Vermont Avenue Los Angeles, CA 90037 Tel. (323) 752-2115
Jordan Downs WorkSource Satellite 2101 E 101st Street Los Angeles, CA 90002 Tel. (323) 249-7751	Metro North WorkSource Center 342 San Fernando Road Los Angeles, CA 90031 Tel. (323) 539-2000
South LA WorkSource Center (CCI) 7518-26 S. Vermont Avenue Los Angeles, CA 90044 Tel. (323) 752-2115	Harbor WorkSource Center 1851 N. Gaffey Street, Suite F San Pedro, CA 90731 Tel. (310) 732 - 5700

ATTACHMENT E

Southeast LA-Watts WorkSource Center (WLCAC) 10950 S. Central Avenue Los Angeles, CA 90059 Tel. (323) 563-5682	Northeast WorkSource Portal/Roybal Youth & Family 2130 E First Street, Suite 305 Los Angeles, CA 90033 Tel. (323) 352-5100
Wilshire-Metro WorkSource Center 3550 Wilshire Blvd., Suite 500 Los Angeles, 90010 Tel. (213) 365-9829	West Adams-Baldwin Hills WorkSource 3344 S. La Cienega Boulevard Los Angeles, CA 90016
Hub Cities WorkSource 2677 Zoe Avenue Career Center Huntington Park, CA 90255 (323) 586-4700	Inglewood One-Stop Business & 110 South La Brea Avenue Inglewood, CA 90301 Tel. (310) 680-3700
Career Transition Center 3447 Atlantic Avenue Long Beach, CA 90807 Tel. (562) 570-9675	South Bay One-Stop business and Career Center -Gardena 16801 South Western Avenue Gardena, CA 90274 Tel. (310) 217-9579
Center for Working Families 1900 Atlantic Avenue Long Beach, CA 90806 Tel. (562) 570-4795	Torrance Career Center 1220 Engracia Avenue Torrance, CA 90501 Tel. (310) 782-2102
Cerritos Career Center 10900 E. 183rd Street, Suite 350 Cerritos, CA 90703 Tel. (800) 481-6555	Norwalk/EDD Career Center 12715 Pioneer Boulevard Norwalk, CA 90650 Tel (562) 929-9112

Women at Work Burbank 1949 Avenida del Oro, Suite 300 Pasadena, CA 91106 Tel. (626) 796-6870	WorkForce Connection 301 East Olive Avenue, Suite 101 Burbank, CA 91502 Tel. (818) 238-5021
Foothill Employment & Training Connection-Pasadena Community College Community Education Center 3035 E. Foothill Boulevard Pasadena, CA 91107 Tel. (636) 585-3209	Verdugo Jobs Center 1255 S. Central Avenue Glendale, CA 91204 Tel. (818) 409-0476
WorkSource California Career Partners 3505 North Hart Avenue, Suite 124 Rosemead, CA 91770 Tel. (626) 572-7272	Employment Development Department 933 S. Glendora Avenue West Covina CA 91790 Tel. (626) 814-8234
Central San Gabriel Valley WorkSource 11635 East Valley Boulevard El Monte CA 91732 Tel. (626) 258-0365	LA Works One-Stop Career Center 5200 Irwindale Avenue, Suite 210 Irwindale, CA 91706 Tel. (626) 960-3964
Canoga Park-West Hills WorkSource 21010 Vanowen Street St., Ste 116 Canoga Park, CA 91303 Tel. (818)-596-4448	Sun Valley WorkSource Center 9024 Laurel Canyon Blvd. Sun Valley, CA 91352 Tel. (818) - 504 - 0334
Van Nuys-North Sherman Oaks WorkSource Center 15400 Sherman Way, Ste 140 Van Nuys, CA 91406 Tel. (818) - 781 - 2522	Northeast San Fernando Valley WorkSource Center at Mission College 11623 Glenoaks Boulevard Pacoima, CA 91331 818-890-9400

C. CONSTRUCTION-RELATED COMMUNITY-BASED SERVICE ORGANIZATIONS

1. Alameda Corridor Jobs Coalition (ACJC)

2905 S. Vermont Avenue
Los Angeles, CA 90007
323-731-6606

2. PlayaVista Jobs

East Rancho Dominguez Recreation & Senior Center
Project CDC14-019

Revised 3/6/14

ATTACHMENT E

4112 S. Main Street
Los Angeles, CA 90037
323-432-3955

3. Unity in the Community

3570 Rodeo Place
Los Angeles, CA 90016
323-294-2982

PART 4. FORMS (CONTINUED ON NEXT PAGE)

- 4.01 Form 01910-1: Craft Employee Request Form
- 4.02 Form 01910-2: Disadvantaged Local Worker Certification Form
- 4.03 Form 01910-3: Local Worker Status Report
- 4.04 Appendix 01910-4: Map showing zip codes within 5-mile radius of East Rancho Dominguez Recreation & Senior Center